

**CITY OF NEWTON  
PURCHASING DEPARTMENT**

***CONTRACT FOR THE NEWTON PUBLIC SCHOOLS***

***PROJECT MANUAL:***

**NPS - SUPPLY AND DELIVER PAPER SUPPLIES TO CAREER AND  
VOCATIONAL TECHNICAL EDUCATION DEPARTMENT**

***INVITATION FOR BID #15-51***

**Bid Opening Date: December 29, 2014 at 10:30 a.m.**

**DECEMBER 2014**

**Setti D. Warren, Mayor**

**CITY OF NEWTON**  
**PURCHASING DEPARTMENT**  
**INVITATION FOR BID #15-51**

The City of Newton (City) invites sealed bids from Contractors for:

**NPS – Supply and Deliver Paper Supplies to Career and Vocational Technical Education Department**

Bids will be received until: **10:30 a.m., Monday, December 29, 2014**

at the Purchasing Department, **Room 201**, Newton City Hall, 1000 Commonwealth Avenue, Newton, MA 02459. Bids will not be accepted nor may submitted bids be corrected, modified or withdrawn after the deadline for bids. Following the deadline for bids, all bids received within the time specified will be publicly opened and read aloud.

Contract Documents will be available on line at [www.newtonma.gov/bids](http://www.newtonma.gov/bids) or for pickup at Newton City Hall, **Room 201**, Purchasing Department, 1000 Commonwealth Avenue, Newton Centre, MA 02459 after **10:00 a.m., December 11, 2014**.

There will be no charge for contract documents.

Bid surety is not required with this bid.

Award will be made to the lowest, responsible, and responsive bidder for supplies based on the Grand Total set forth in the Bid Form No. 15-51, below, p. 6. The Grand Total is based on prices contain in the Itemized Bid Form at pp. 24-28, below. Any bidder not providing prices for all line items in the Itemized Bid Form may be deemed unresponsive and therefore rejected. **Provision of supplies named is required to start upon the execution of this contract.** The dollar value of the contract may be increased only in accordance with M.G.L. c.30B, §13, but only in an aggregate amount not more than twenty five percent (25%) of the contract total.

One (1) award will be made to the lowest, responsible, and responsive bidder for **all items** based on the Grand Total. **Inside deliveries to Newton North High School – Career and Vocational Technical Education Department and the Education Center (both located within the City of Newton) are required to start upon the execution of this contract.**

The term of the awarded contract **shall extend from the time of execution approximately January 1, 2015 for six (6) months through June 30, 2015**. If for any part thereof during the term of this Agreement, funds for the discharge of the City's obligations under this Agreement are not appropriated and authorized, or funds so appropriated and authorized are reduced or withdrawn, then this Agreement shall terminate.

All bids are subject to the provisions of M.G.L. c.30B. F.O.B. Destination inside designated department, Newton, MA.

All bids shall be submitted as **one (1) ORIGINAL and two (2) COPIES**.

All City bids are available on the City's web site at [www.newtonma.gov/bids](http://www.newtonma.gov/bids). It is the sole responsibility of the contractor downloading these bids to ensure they have received any and all addenda prior to the bid opening. Addenda will be available online within the original bid document as well as a separate file. If you download bids from the internet site and would like to make it known that your company has done so, you may fax the Purchasing Department (617) 796-1227 or email to [purchasing@newtonma.gov](mailto:purchasing@newtonma.gov) with your NAME, ADDRESS, PHONE, FAX AND INVITATION FOR BID NUMBER.

The City will reject any and all bids in accordance with the above referenced General Laws. In addition, the City reserves the right to waive minor informalities in any or all bids, or to reject any or all bids (in whole or in part) if it be in the public interest to do so.

CITY OF NEWTON



Nicholas Read  
Chief Procurement Officer  
December 11, 2014

**CITY OF NEWTON**  
**DEPARTMENT OF PURCHASING**  
**INSTRUCTIONS TO BIDDERS**

**ARTICLE 1 - BIDDER'S REPRESENTATION**

- 1.1 Each General Bidder (hereinafter called the "Bidder") by making a bid (hereinafter called "bid") represents that:
1. The Bidder has read and understands the Bidding Documents, Contract Forms, General Conditions, Conditions of the Contract, General Requirements and Project Specifications (collectively, referred to as the "Contract Documents") and the bid is made in accordance therewith.
  2. The Bidder has visited the work site and is familiar with the local conditions under which the work has to be performed.
- 1.2 Failure to so examine the Contract Documents and work site will not relieve any Bidder from any obligation under the bid as submitted.

**ARTICLE 2 - REQUEST FOR INTERPRETATION**

- 2.1 Bidders shall promptly notify the City of any ambiguity, inconsistency, or error which they may discover upon examination of the Contract Documents, the site, and local conditions.
- 2.2 Bidders requiring clarification or interpretation of the Contract Documents shall make a written request to the *Chief Procurement Officer*, at [purchasing@newtonma.gov](mailto:purchasing@newtonma.gov) or via facsimile (617) 796-1227. The City will only answer such requests if received by **Friday, December 19, 2014 at 12:00 noon**. In the event that the bid opening date is changed, the deadline for informational requests may also change as provided in an addendum issued by the City.
- 2.3 Interpretation, correction, or change in the Contract Documents will be made by addendum which will become part of the Contract Documents. The City will not be held accountable for any oral communication.
- 2.4 Addenda will be emailed to every individual or firm on record as having taken a set of Contract Documents. Addenda will be emailed to every individual or firm on record as having taken a set of Contract Documents. Receipt of all addenda issued must be acknowledged in the Bid Form. **YOUR FAILURE TO ACKNOWLEDGE ALL ADDENDA MAY RESULT IN YOUR BID BEING REJECTED AS NON-RESPONSIVE.**
- 2.5 Copies of addenda will be made available for inspection at the location listed in the Invitation for Bids where Contract Documents are on file, in addition to being available online at [www.newtonma.gov/bids](http://www.newtonma.gov/bids).
- 2.6 Bidders or proposers contacting ANY CITY EMPLOYEE regarding an Invitation for Bid (IFB) or a Request for Proposal (RFP), outside of the Purchasing Department, once an IFB or RFP has been released, may be disqualified from the procurement process.
- 2.7 Bidders downloading information off the internet web site are solely responsible for obtaining any addenda prior to the bid opening. If the bidder makes itself known to the Purchasing Department, at [purchasing@newtonma.gov](mailto:purchasing@newtonma.gov) or via facsimile (617) 796-1227, it shall be placed on the bidder's list. Bidders must provide the Purchasing Department with their company's name, street address, city, state, zip, phone, fax, email address and **INVITATION FOR BID #15-51**.

**ARTICLE 3 - MBE PARTICIPATION**

- 3.1 Notice is hereby given that the Mayor's Affirmative Action Plan for the City of Newton in effect at the time of this solicitation is applicable to all construction contracts in excess of \$10,000.00.
- 3.2 Notice is hereby given that the City of Newton Minority/Women Business Enterprise Plan and the Supplemental Equal Employment Opportunity Anti-Discrimination and Affirmative Action Program in effect at the time of this solicitation are applicable to all City contracts for goods and services in excess of \$50,000.00.
- 3.3 Copies of the Plans and Program referred to in Sections 3.1 and 3.2 are available at: [www.newtonma.gov/purchasing](http://www.newtonma.gov/purchasing).

## ARTICLE 4 - PREPARATION AND SUBMISSION OF BIDS

- 4.1 Bids shall be submitted on the "Bid Form 15-51" as appropriate, furnished by the City.
- 4.2 All entries on the Bid Form shall be made by typewriter or in ink.
- 4.3 Where so indicated on the Bid Form, sums shall be expressed in both words and figures. Where there is a discrepancy between the bid sum expressed in words and the bid sum expressed in figures, the words shall control.
- 4.4 Bid Deposits shall be submitted in the amount specified in the Invitation for Bids. They shall be made payable to the City and shall be either in the form of cash, certified check, treasurer's or cashier's check issued by a responsible bank or trust company, or a bid bond issued by a surety licensed to do business in the Commonwealth of Massachusetts; and shall be conditioned upon the faithful performance by the principal of the agreements contained in the bid. Bidders are reminded that the bid deposit covers the City for damages when a bidder withdraws its bid after the bid submission date. **Be advised that to the extent permitted by the law the City will retain all bid deposits for withdrawn bids.**
- Bid deposits of the three (3) lowest responsible and eligible Bidders shall be retained until the execution and delivery of the City-Contractor agreement.
- 4.5 The Bid, including the bid deposit shall be enclosed in a sealed envelope with the following plainly marked on the outside:
- \* GENERAL BID FOR: **#15-51**
  - \* NAME OF PROJECT: **NPS – Supply and Deliver Paper Supplies to Career and Vocational Technical Education Department**
  - \* BIDDER'S NAME, BUSINESS ADDRESS, AND PHONE NUMBER
- 4.6 Date and time for receipt of bids is set forth in the Invitation for Bids.
- 4.7 Timely delivery of a bid at the location designated shall be the full responsibility of the Bidder. In the event that Newton City Hall is closed on the date or at the time that bids are due, the date and time for receipt of bids shall be on the next business day following that the Newton City Hall and the Purchasing Department are open.
- 4.8 Bids shall be submitted with one **original** and two **copies**.
- 4.9 Be advised that a new Massachusetts law has been enacted that required all employees who work on Massachusetts public works construction sites must have no less than 10 hours of OSHA-approved safety and health training. See Chapter 306 of the Acts of 2004, which became effective July 1, 2006.
1. This requirement will apply to any general bid or sub bid submitted.
  2. This law directs the Massachusetts Attorney General to restrain the award of construction contracts to any contractor who is in violation to this requirement and to restrain the performance of these contracts by non-complying contractors.
  3. The contractor and all subcontractors on this project will be required to provide certification of compliance with this requirement. Non-compliance with this law will disqualify you from bidding on public contracts.

## ARTICLE 5 - ALTERNATES

- 5.1 Each Bidder shall acknowledge alternates (if any) in Section C on the Bid Form.
- 5.2 In the event an alternate does not involve a change in the amount of the base bid, the Bidder shall so indicated by writing "No Change", or "N/C" or "0" in the space provided for that alternate.
- 5.3 Bidders shall enter on the Bid Form a single amount for each alternate which shall consist of the amount for work performed by the Contractor.
- 5.4 The low Bidder will be determined on the basis of the sum of the base bid and the accepted alternates.

## ARTICLE 6 - WITHDRAWAL OF BIDS

- 6.1 Any bid may be withdrawn prior to the time designated for receipt of bids on written or electronic request. Electronic withdrawal of bids must be confirmed over the Bidder's signature by written notice postmarked on or before the date and time set for receipt of bids.
- 6.2 Withdrawn bids may be resubmitted up to the time designated for the receipt of bids.
- 6.3 No bids may be withdrawn within sixty (60) days, Saturdays, Sundays and legal holidays excluded, after the opening of the bids.

## ARTICLE 7 - CONTRACT AWARD

- 7.1 The City is soliciting prices for items set forth in the FY 2015 Tech Paper Supplies Bid List estimates for six (6) months sheets attached hereto at pp. 24-28 below. It is the City's intent to award one (1) contract to the responsive and responsible bidder offering the lowest price for all items. A contract will be awarded within sixty (60) days, Saturdays, Sundays, and legal holidays excluded, after the opening of bids.
- 7.2 The City reserves the right to waive minor informalities in or to reject any or all Bids if it be in the public interest to do so.
- 7.3 The City reserves the right to reject any bidder who has failed to pay any local taxes, fees, assessments, betterments, or any other municipal charge, unless the bidder has a pending abatement application or has entered into a payment agreement with the collector-treasurer.
- 7.4 As used herein, the term "lowest responsive and responsible Bidder" shall mean the Bidder (1) whose bid is the lowest of those bidders possessing the skill, ability and integrity necessary for the faithful performance of the work; (2) who has met all the requirements of the invitation for bids; (3) who shall certify that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (4) who, where the provisions of section eight B of chapter twenty-nine apply, shall have been determined to be qualified thereunder.
- 7.5 Subsequent to the award and within five (5) days, Saturday, Sundays and legal holidays excluded, after the prescribed forms are presented for signature, the successful Bidder shall execute and deliver to the City a contract in the form included in the Contract Documents in such number of counterparts as the City may require.
- 7.6 In the event that the City receives low bids in identical amount from two or more responsive and responsible Bidders, the City shall select the successful Bidder by a blind selection process chosen by the City such as flipping a coin or drawing names from a hat. The low Bidders who are under consideration will be invited to attend and observe the selection process.

## ARTICLE 8 - TAXES

- 8.1 The Bidder shall not include in this bid any tax imposed upon the sale or rental of tangible personal property in this Commonwealth, such as any and all building materials, supplies, services and equipment required to complete the work.
- 8.2 The City is exempt from payment of the Massachusetts Sales Tax, and the Bidder shall not include any sales tax on its bid. The City's exemption Number is E-046-001-404.

## ARTICLE 9 – PROPRIETARY SPECIFICATIONS

- 9.1 The City may have used a proprietary specification to describe the supply for which is soliciting bids. Such specifications are permitted under M.G.L. c. 30B, §14, provided that the Chief Procurement Officer has prepared a written statement that no other manner of description suffices and the justification therefor.
- 9.2 The required determination and justification have been duly prepared, and a copy may be requested in accordance with the Massachusetts Public Records Law, M.G.L. c. 66, §10.

## END OF SECTION

**CITY OF NEWTON**  
**DEPARTMENT OF PURCHASING**  
**BID FORM #15-51**

- A. The undersigned proposes to furnish all labor, materials, tools, equipment, transportation and supervision required to perform all work in accordance with the Project Manual prepared by the City entitled:

**NPS - SUPPLY & DELIVER PAPER SUPPLIES TO CAREER AND  
VOCATIONAL TECHNICAL EDUCATION DEPARTMENT**

- B. This bid includes addenda number(s) \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.

- C. The contract price(s) will be per attached ITEM SHEETS.

**NPS Career and Vocational Technical Paper Supplies** (Grand Total by category from the Itemized Bid Form must be placed here)

(Grand Total from the Itemized Bid Form must be placed here)

\_\_\_\_\_ and \$ \_\_\_\_\_  
(Written word) (Numerical)

**Grand Total (From January 1, 2015 through June 30, 2015)**

**IMPORTANT: Award will be made to the lowest responsive and responsible bidder based on the Grand Total.**

**\*If an alternate item is being proposed to that named in the FY 2015 Tech Paper Supplies Bid List , the bidder shall so indicate by providing a full description of the proposed substitute as well as provide data sheets, catalog cuts, performance and test data, and any other information which will support or otherwise prove equality; such proof rests entirely with the bidder. If the alternate product information (listed above) is not provided at the time of the bid the bidder may be deemed non responsive. SAMPLE IS REQUIRED IF BIDDING AN APPROVED EQUAL.**

**COMPANY NAME** \_\_\_\_\_

- D. Prompt Payment Discounts. Bidders are encouraged to offer discounts in exchange for an expedited payment. Payments may be issued earlier than the general goal of within 30 days of receipt of the invoice only when in exchange for discounted prices. Discounts will not be considered in determining the lowest responsible bidder.

Prompt Payment Discount \_\_\_\_\_% \_\_\_\_\_ Days  
Prompt Payment Discount \_\_\_\_\_% \_\_\_\_\_ Days  
Prompt Payment Discount \_\_\_\_\_% \_\_\_\_\_ Days

- E. The undersigned has completed and submits herewith the following documents:

- ☐ Signed Bid Form, 2 pages
- ☐ Bidder's Qualifications and References Form, 2 pages
- ☐ Certificate of Non-Collusion, 1 page
- ☐ Item Sheets, 5 pages
- ☐ Debarment Letter, 1 page
- ☐ IRS Form W-9, 1 page

- F.** The undersigned agrees that, if selected as general contractor, s/he will within five days (Saturdays, Sundays and legal holidays excluded) after presentation thereof by the City, execute a contract in accordance with the terms of this bid.

The undersigned hereby certifies that it will comply fully with all laws and regulations applicable to awards made subject to M.G.L. c.30B.

The undersigned further certifies under the penalties of perjury that this bid has been made and submitted in good faith and without collusion or fraud with any other person. As used in this section the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity, or group of individuals. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from public contracting or subcontracting in the Commonwealth under the provisions of M.G.L. c.29, §29F or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

Date \_\_\_\_\_

\_\_\_\_\_  
(Name of General Bidder)

BY: \_\_\_\_\_

\_\_\_\_\_  
(Printed Name and Title of Signatory)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(City, State Zip)

\_\_\_\_\_  
(Telephone)

\_\_\_\_\_  
(FAX)

\_\_\_\_\_  
(E-mail Address)

**NOTE:** If the bidder is a corporation, indicate state of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses of all partners; if an individual, give residential address if different from business address; and, if operating as a d/b/a give full legal identity. Attach additional pages as necessary.

**END OF SECTION**

## CITY OF NEWTON

### BIDDER'S QUALIFICATIONS AND REFERENCES FORM

All questions must be answered, and the data given must be clear and comprehensive. Please type or print legibly. If necessary, add additional sheet for starred items. This information will be utilized by the City for purposes of determining bidder responsiveness and responsibility with regard to the requirements and specifications of the Contract.

1. FIRM NAME: \_\_\_\_\_
2. WHEN ORGANIZED: \_\_\_\_\_
3. INCORPORATED? \_\_\_\_ YES \_\_\_\_ NO DATE AND STATE OF INCORPORATION: \_\_\_\_\_
4. IS YOUR BUSINESS A **MBE**? \_\_\_\_ YES \_\_\_\_ NO **WBE**? \_\_\_\_ YES \_\_\_\_ NO or **MWBE**? \_\_\_\_ YES \_\_\_\_ NO
- \* 5. LIST ALL CONTRACTS CURRENTLY ON HAND, SHOWING CONTRACT AMOUNT AND ANTICIPATED DATE OF COMPLETION:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- \* 6. HAVE YOU EVER FAILED TO COMPLETE A CONTRACT AWARDED TO YOU?  
\_\_\_\_ YES \_\_\_\_ NO  
IF YES, WHERE AND WHY?  
\_\_\_\_\_  
\_\_\_\_\_
- \* 7. HAVE YOU EVER DEFAULTED ON A CONTRACT? \_\_\_\_ YES \_\_\_\_ NO  
IF YES, PROVIDE DETAILS.  
\_\_\_\_\_  
\_\_\_\_\_
- \* 8. LIST YOUR VEHICLES/EQUIPMENT AVAILABLE FOR THIS CONTRACT:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- \* 9. IN THE SPACES FOLLOWING, PROVIDE INFORMATION REGARDING CONTRACTS COMPLETED BY YOUR FIRM SIMILAR IN NATURE TO THE PROJECT BEING BID. A MINIMUM OF FOUR (4) CONTRACTS SHALL BE LISTED. PUBLICLY BID CONTRACTS ARE PREFERRED, BUT NOT MANDATORY.  
  
PROJECT NAME: \_\_\_\_\_  
OWNER: \_\_\_\_\_  
CITY/STATE: \_\_\_\_\_  
DOLLAR AMOUNT: \$ \_\_\_\_\_ DATE COMPLETED: \_\_\_\_\_  
PUBLICLY BID? \_\_\_\_ YES \_\_\_\_ NO  
TYPE OF WORK?: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TELEPHONE #: \_\_\_\_\_  
CONTACT PERSON'S RELATION TO PROJECT?: \_\_\_\_\_  
(i.e., contract manager, purchasing agent, etc.)



PROJECT NAME: \_\_\_\_\_  
OWNER: \_\_\_\_\_  
CITY/STATE: \_\_\_\_\_  
DOLLAR AMOUNT: \$ \_\_\_\_\_ DATE COMPLETED: \_\_\_\_\_  
PUBLICLY BID? \_\_\_\_\_ YES \_\_\_\_\_ NO  
TYPE OF WORK?: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TELEPHONE #: (\_\_\_\_) \_\_\_\_\_  
CONTACT PERSON'S RELATION TO PROJECT?: \_\_\_\_\_  
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: \_\_\_\_\_  
OWNER: \_\_\_\_\_  
CITY/STATE: \_\_\_\_\_  
DOLLAR AMOUNT: \$ \_\_\_\_\_ DATE COMPLETED: \_\_\_\_\_  
PUBLICLY BID? \_\_\_\_\_ YES \_\_\_\_\_ NO  
TYPE OF WORK?: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TELEPHONE #: (\_\_\_\_) \_\_\_\_\_  
CONTACT PERSON'S RELATION TO PROJECT?: \_\_\_\_\_  
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: \_\_\_\_\_  
OWNER: \_\_\_\_\_  
CITY/STATE: \_\_\_\_\_  
DOLLAR AMOUNT: \$ \_\_\_\_\_ DATE COMPLETED: \_\_\_\_\_  
PUBLICLY BID? \_\_\_\_\_ YES \_\_\_\_\_ NO  
TYPE OF WORK?: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TELEPHONE #: (\_\_\_\_) \_\_\_\_\_  
CONTACT PERSON'S RELATION TO PROJECT?: \_\_\_\_\_  
(i.e., contract manager, purchasing agent, etc.)

10. The undersigned certifies that the information contained herein is complete and accurate and hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City in verification of the recitals comprising this statement of Bidder's qualifications and experience.

DATE: \_\_\_\_\_ BIDDER: \_\_\_\_\_  
SIGNATURE: \_\_\_\_\_  
PRINTED NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

**END OF SECTION**

## CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word “person” shall mean any natural person, business, partnership, corporation, union, committee club, or other organization, entity, or group or individuals.

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(Signature of individual)

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Name of Business

Nicholas Read ☎ *Chief Procurement Officer*  
1000 Commonwealth Avenue  
Newton Centre, MA 02459-1449  
[purchasing@newtonma.gov](mailto:purchasing@newtonma.gov)

Mayor  
Setti D. Warren

Vendor

As a potential vendor on the above contract, the City requires that you provide a debarment/suspension certification indicating that you are in compliance with the below Federal Executive Order. Certification can be done by completing and signing this form.

**Federal Executive Order (E.O.) 12549 “Debarment and Suspension“ requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.**

I hereby certify under pains and penalties of perjury that neither I nor any principal(s) of the Company identified below is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

\_\_\_\_\_(Name)  
\_\_\_\_\_(Company)  
\_\_\_\_\_(Address)  
\_\_\_\_\_(Address)  
PHONE \_\_\_\_\_ FAX \_\_\_\_\_  
EMAIL \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

If you have questions, please contact Nicholas Read, Chief Procurement Officer at (617) 796-1220.

## Request for Taxpayer Identification Number and Certification

**Give form to the requester. Do not send to the IRS.**

Print or type  
See Specific Instructions on page 2.

Name (as shown on your income tax return)	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ..... <input checked="" type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶ .....	
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
or
Employer identification number

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶	Name
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### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

# **CITY OF NEWTON, MASSACHUSETTS**

## **PURCHASING DEPARTMENT**

### **GENERAL TERMS AND CONDITIONS**

1. The right is reserved to reject any and all bids, to waive informalities, and to make award as may be determined to be in the best interest of the City.
2. Interpretation, correction, or change in the Contract Documents will be made by Addendum which will become part of the Contract Documents. The City will not be held accountable for any oral representation that is inconsistent with the terms of the Contract Documents.
3. Addenda will be emailed to every individual or firm on record as having downloaded a set of Contract Documents. Addenda will also be posted on the City's website at [www.newtonma.gov/bids](http://www.newtonma.gov/bids). Any bidder downloading the IFB and any plans for a City bid shall email their company's information along with the IFB Number and Project Title that they downloaded. You will then be added to the bidder's list and email distribution list.
4. Prices quoted must include inside delivery to the Newton Department specified on the Purchase Order.
5. No charges will be allowed for packing, crating, freight, Express or cartage unless specifically stated and included in the bid.
6. The award to the successful bidder may be cancelled if successful bidder shall fail to prosecute the work with promptness and diligence.
7. Time in connection with discount offered will be computed from the date of delivery to the City, as specified on purchase order, or from date correct invoice is received by the City, if the latter date is later than the date of delivery.
8. The successful bidder shall replace, repair or make good, without cost to the City, any defects or faults arising within one (1) year after date of acceptance of articles furnished hereunder (acceptance not to be unreasonably delayed) resulting from imperfect or defective work done or materials furnished by the Seller.
9. The Vendor shall indemnify and save harmless the City and all persons acting for on behalf of it from all suits and claims against them, or any of them, arising from or occasioned by the use of any material, equipment or apparatus, or any part thereof, which infringes or is alleged to infringe on any patent rights. In case such material, equipment or apparatus, or any part thereof, in any such suit is held to constitute infringement, the Vendor, within a reasonable time, will at its expense, and as the City may elect, replace such material, equipment or apparatus with non-infringing material, equipment or apparatus, or remove the material, equipment or apparatus, and refund the sums paid therefor.
10. All bids shall be based on the quantities set forth on the attached bid sheets. These quantities shall be used as a basis for the comparison of the bid proposals. It is agreed that the quantities given in this bid are assumed solely as a basis for the comparison of the bids. While the quantities are based on the City's best estimates of the work to be performed during the term of this Contract, the City does not expressly or by implication agree that the actual amount of work will even approximately correspond herewith, and the City reserves the right to increase or diminish the amount of any class or portion of the work as it may deem necessary, without change of price per unit of quantity.
11. The successful bidder shall comply with all applicable Federal State and Local laws and regulations.
12. Purchases made by the City are exempt from Federal excise taxes and bid prices must exclude any such taxes. Tax exemption certificates will be furnished upon request.
13. If so stated in the IFB the successful bidder will be required to furnish a performance and/or a labor and material payment bond, in an amount, in a form and with a surety satisfactory to the City. The bidder shall be responsible for the cost of the bond(s).
14. If the IFB requires bid surety, this surety shall be in the form of a cash, bid bond, cashier's check, treasurer's check, or certified check on a responsible bank, payable to the City of Newton, and must be filed with the original bid in the Office of the Purchasing Agent. Failure to do so will lead to rejection of bid. The bid surety will be returned to the successful bidder within seven (7) days execution of awarded, and approval by the City of performance and/or payment bond(s). In case of default, the bid surety shall be forfeited to the City.

15. Verbal orders are not binding on the City and deliveries made or work done without formal Purchase Order or Contract are at the risk of the Vendor and may result in an unenforceable claim.
16. The Vendor shall agree to indemnify, defend and hold the City harmless from any and all claims arising out of the performance of this contract.
17. Notice is hereby given that the City of Newton Minority/Women Business Enterprise Plan dated December 1999 is applicable to all City of Newton contracts for materials and supplies. A copy of this plan may be obtained from the Purchasing Department.
18. Notice is hereby given that the City of Newton Minority Business Enterprise Plan and the Supplemental Equal Employment Opportunity Anti-discrimination and Affirmative Action Program is applicable to all City of Newton contracts in excess of \$50,000.00. A copy of these plans may be obtained from the Purchasing Department.
19. In the event that the City receives low bids in identical amount from two or more responsive and responsible Bidders, the City shall select the successful Bidder by a blind selection process such as flipping a coin or drawing names from a hat. The low Bidders who are under consideration will be invited to attend and observe the selection process.
20. "Equal" - An item equal to that named or described in the specifications of the IFB or the contract may be furnished by the bidder and the naming of any commercial name, trademark or other identification shall not be construed to exclude any item or manufacturer not mentioned by name or as limiting competition but shall establish a standard of equality only. An item shall be considered equal to the item so named or described if (1) it is at least equal in quality, durability, appearance, strength and design; (2) it will perform at least equally the function imposed by the general design for the work being contracted for or the material being purchased; and (3) it conforms substantially, even with deviations, to the detailed requirements for the item in the specifications. The name and identification of all materials other than the one specifically named shall be submitted to the City in writing for approval, at time of bid, use or fabrication of such items. Approval shall be at the sole discretion of the City, shall be in writing to be effective, and the decision of the City shall be final. The City may require tests of all materials so submitted to establish quality standards at the bidder's expense. All directions, specifications and recommendations by manufacturers for installation, handling, storing, adjustment and operation of their equipment shall be complied with; responsibility for proper performance shall continue to rest with the bidder.

**FAILURE TO COMPLY WITH ALL APPLICABLE TERMS AND CONDITIONS COULD RESULT IN THE CANCELLATION OF YOUR CONTRACT**

**END OF SECTION**

## **CONTRACT FORMS**

The awarded bidder will be required to complete and submit documents substantially similar in form to the following.

These forms may need to be modified on account of changed circumstances, and are provided for informational purposes only.

# CITY - CONTRACTOR AGREEMENT

## CONTRACT NO. C-

THIS AGREEMENT made this \_\_\_day of \_\_\_ in the year Two Thousand and Fourteen by and between the CITY OF NEWTON, a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, hereinafter referred to as the CITY, acting through its Chief Procurement Officer, but without personal liability to him, and hereinafter referred to as the CONTRACTOR.

The parties hereto for the considerations hereinafter set forth agree as follows:

- I. SCOPE OF WORK.** The Contractor agrees to furnish and to deliver to the City at such times, at such place or places, in such manner, and in such quantities as the City may direct, and at the unit prices quoted in the Contractor's bid for the following item or items:

### **NPS - SUPPLY & DELIVER PAPER SUPPLIES TO CAREER AND VOCATIONAL TECHNICAL EDUCATION DEPARTMENT**

- II. CONTRACT DOCUMENTS.** The Contract Documents consist of the following documents which are either attached to this Agreement or are incorporated herein by reference:

- a. This CITY-CONTRACTOR Agreement;
- b. The City's Invitation For Bid #15-51 issued by the Purchasing Department;
- c. The Project Manual for NPS - SUPPLY & DELIVER PAPER SUPPLIES TO CAREER AND VOCATIONAL TECHNICAL EDUCATION DEPARTMENT, and if included or referenced therein, any Standard Terms and Conditions, Special Conditions, Wage Rate Requirements, Wage Rate Schedule(s);
- d. Addenda Number(s) \_\_\_\_\_;
- e. The Bid Response of the CONTRACTOR submitted for this Project and accompanying documents and certifications;
- f. Certificate(s) of Insurance and surety bond(s), if any, submitted by the CONTRACTOR in connection with this Project;
- g. Duly authorized and executed Amendments, Change Orders or Work Orders issued by the CITY after execution of this CITY-CONTRACTOR Agreement.

This CITY-CONTRACTOR Agreement, together with the other documents enumerated in this Article, constitute the entire Agreement between the CITY and the CONTRACTOR.

- III. PRIORITY OF DOCUMENTS.** In the event of inconsistency between the terms of this CITY -CONTRACTOR Agreement and the Project Manual, the terms of this Agreement shall prevail.

- IV. APPLICABLE STATUTES.** All applicable federal, state and local laws and regulations are incorporated herein by reference and the Contractor agrees to comply with same.



- V. CONTRACT TERM.** The term of the awarded contract shall extend **from January 1, 2015 through June 30, 2015.** **Delivery of the above described services will begin approximately January 1, 2015. Prices submitted in this bid shall remain firm for the duration of the contract period.** The City reserves the right to terminate this contract prior to the expiration date in the event total expenditures reach the above stated contract total. If for any part thereof during the term of this Agreement, funds for the discharge of the City's obligations under this Agreement are not appropriated and authorized, or funds so appropriated and authorized are reduced or withdrawn, then this Agreement shall terminate.
- VI. QUANTITIES.** Any quantities specified in the Project Manual are approximate and are based on previous consumption. It is specifically understood the City does not agree to purchase any specific quantity, and purchases will be made to cover actual requirements only. The City may increase or decrease the quantity of any item specified without change in price per unit of quantity as stated in the Contractor's Bid Response.
- VII. MATERIALS.** The Contractor agrees, unless otherwise specified, that all equipment, materials and supplies furnished under this contract are to be first quality, new and unused.
- VIII. AUTHORIZATION OF AND PAYMENT FOR WORK PERFORMED.** The execution of this contract does not constitute a notice to proceed or authorization to perform work or make deliveries. No work shall be commenced or deliveries made unless authorized by a written Work Order issued by the City specifying the equipment, materials or supplies to be delivered. The Contractor will be paid following completed delivery and acceptance of the equipment, materials or supplies ordered in accordance with the Contract. The City will use best efforts to pay within thirty (30) days of receipt of an invoice for the delivered equipment, materials or supplies or acceptance of same whichever date is later.
- IX. CLAIMS FOR MATERIALS OR LABOR.** In the event any claims have been filed with the City for material or labor delivered or performed pursuant to this contract, the City shall be under no obligation to make any payment until such claims are adjusted to the satisfaction of the City. Any and all liens for supplies may be paid off by the City within twenty (20) days after the filing for record as provided by law of a notice of such liens, except where the claim on which the lien is filed is being litigated by the Contractor, and in such case the City may pay the amount of any final judgment or decree on any such claim. All money paid by the City in settlement of liens and claims as aforesaid, with the costs and expenses incurred by the City in connection therewith shall be charged to the Contractor, bearing interest at the rate of six percent (6%) per annum, and be deducted from the next payment falling due the Contractor under the terms of this contract.
- X. UNIT PRICES.** It is agreed that the unit prices listed are maximum prices and that the City shall be entitled to take advantage of any decrease due to market conditions of the Contractor's asked prices, which decreases shall be governed by the manufacturers' price listing as might be generally adopted in the trade, or by the same percentage that the Contractor may reduce prices to others who purchase in similar quantities and under similar conditions.
- XI. RESPONSIBILITY FOR THE WORK/INDEMNIFICATION.** In the performance of any work, including the delivery of equipment, materials or supplies, pursuant to this Contract, the Contractor shall take all responsibility for the work, and shall take all precautions for preventing injuries to persons and property in or about the work and shall defend, indemnify and hold the City harmless from all loss, cost, damage or expense arising from injuries to persons or property in or about the work. The Contractor shall be responsible for any damage which may be caused by the failure or insufficiency of any temporary works. He shall effectively protect his work and shall be liable for all damage and loss by delay or otherwise caused by his neglect or failure so to do.
- XII. WARRANTY.** Except as may be otherwise provided in the Project Manual, the Contractor shall replace, repair or make good, without cost to the City, any defects or faults arising within one (1) year after date of acceptance of equipment, materials or supplies furnished hereunder (acceptance not to be unreasonably delayed) resulting from imperfect or defective work done or materials furnished by the Contractor.
- XIII. PATENT INDEMNIFICATION.** The Contractor agrees to assume the defense of and shall indemnify and save harmless the City and all persons acting for or on behalf of it from all suits and claims against them, or any of them, arising from or occasioned by the use of any material, equipment or apparatus, or any part thereof which infringes or is alleged to infringe on any patent rights. In case such material, equipment or apparatus, or any part thereof, in any such suit is held to constitute infringement, the Contractor, within a reasonable time, shall at its own expense, and as the City may elect, replace such material, equipment or apparatus with non-infringing material, equipment or apparatus, or remove the material, equipment, or apparatus and refund the sums paid therefor.
- XIV. INSPECTION.** For the purposes of inspection of the equipment, materials and supplies covered by this contract, the Contractor shall give the City free access to his works and furnish every facility for properly inspecting such equipment,

materials and supplies, and shall furnish full information, whenever requested, relating thereto. Approval by any inspector of the City shall not relieve the Contractor from his obligation to comply in all respects with the contract.

- XV. ASSIGNMENT/SUB-CONTRACTING.** The Contractor agrees that he will not sell, assign or transfer this Contract or any part thereof or interest therein without the prior written consent of the City.
- XVI. INSTALLATION.** If any of the equipment, materials and supplies covered by this contract is to be installed by either the Contractor or the City, the Contractor shall, upon request of the City, furnish a competent employee to supervise the installation without expense to the City, unless otherwise provided herein. Such supervisor, or other employees furnished by the Contractor, shall be the agents of the Contractor and not of the City, and the Contractor hereby agrees to indemnify the City and hold it harmless from and against any and all loss, costs, damage, and expense sustained as the result of negligence or other conduct on the part of such supervisor or employee.
- XVII. TERMINATION.** The City of Newton may, by written notice of default to the Contractor, terminate the whole or any part of this Contract or any Shipping of Work Order issued pursuant thereto in any one of the following circumstances:
- a. If the Contractor fails to make delivery of the equipment, goods or supplies or to perform the services within the time specified herein or any extension thereof;
  - b. If the Contractor fails to perform any of the other provisions of this contract or, if in the opinion of the City, Contractor so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not correct such failure within thirty (30) days (or such longer period as the City may authorize in writing) after receipt of notice from the City specifying such failure.
- XVIII. GOVERNING LAW.** This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.
- XIX. SEVERABILITY.** The provisions of this Contract are severable. If any section, paragraph, clause or provision of this Contract shall be finally adjudicated by a court of competent jurisdiction to be invalid, the remainder of this Contract shall be unaffected by such adjudication and all of the remaining provisions of this Contract shall remain in full force and effect as though such section, paragraph, clause or provision, or any part thereof so adjudicated to be invalid, had not been included herein, unless such remaining provisions, standing alone, are incomplete and incapable of being executed in accordance with the intent of the parties to this Contract.
- XX. AMENDMENTS TO THIS CONTRACT.** This Contract may not be amended except in writing executed in the same manner as this CITY-CONTRACTOR Agreement.

THIS SPACE LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, the parties have caused this instrument to be executed under seal the day and year first above written.

**CONTRACTOR**

By \_\_\_\_\_

Title \_\_\_\_\_

Print \_\_\_\_\_

Date \_\_\_\_\_

*Affix Corporate Seal Here*

City funds in the amount of \_\_\_\_\_  
are available in account number

95204680-5501

I further certify that the Mayor, or his designee,  
is authorized to execute contracts and approve  
change orders.

By \_\_\_\_\_  
*Comptroller of Accounts*

Date \_\_\_\_\_

**CITY OF NEWTON**

By \_\_\_\_\_  
*Chief Procurement Officer*

Date \_\_\_\_\_

By \_\_\_\_\_  
*School Committee*

Date \_\_\_\_\_

Approved as to Legal Form and Character

By \_\_\_\_\_  
*Associate City Solicitor*

Date \_\_\_\_\_

**CONTRACT AND BONDS APPROVED**

By \_\_\_\_\_  
*Mayor or his designee*

Date \_\_\_\_\_

## CERTIFICATE OF AUTHORITY - CORPORATE

1. I hereby certify that I am the Clerk/Secretary of \_\_\_\_\_  
(insert full name of Corporation)
2. corporation, and that \_\_\_\_\_  
(insert the name of officer who signed the **contract and bonds.**)
3. is the duly elected \_\_\_\_\_  
(insert the title of the officer in line 2)
4. of said corporation, and that on \_\_\_\_\_  
(insert a date that is ***ON OR BEFORE*** the date the officer signed the **contract and bonds.**)

at a duly authorized meeting of the Board of Directors of said corporation, at which all the directors were present or waived notice, it was voted that

5. \_\_\_\_\_ the \_\_\_\_\_  
(insert **name** from line 2) (insert **title** from line 3)

of this corporation be and hereby is authorized to execute contracts and bonds in the name and on behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this corporation's name and on its behalf, with or without the Corporate Seal, shall be valid and binding upon this corporation; and that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.

6. ATTEST: \_\_\_\_\_ *AFFIX CORPORATE  
SEAL HERE*  
(Signature of **Clerk or Secretary**)\*
7. Name: \_\_\_\_\_  
(Please print or type name in line 6)\*
8. Date: \_\_\_\_\_  
(insert a date that is ***ON OR AFTER*** the date the officer signed the **contract and bonds.**)

\* The name and signature inserted in lines 6 & 7 must be that of the Clerk or Secretary of the corporation.

## CERTIFICATION OF TAX COMPLIANCE

Pursuant to M.G.L. c.62C, §49A and requirements of the City of Newton, the undersigned acting on behalf of the Contractor certifies under the penalties of perjury that the Contractor is in compliance with all laws of the Commonwealth relating to taxes including payment of all local taxes, fees, assessments, betterments and any other local or municipal charges (unless the Contractor has a pending abatement application or has entered into a payment agreement with the entity to which such charges were owed), reporting of employees and contractors, and withholding and remitting child support.\*

\_\_\_\_\_  
\*\*Signature of Individual  
or Corporate Contractor (Mandatory)

\_\_\_\_\_  
\*\*\* Contractor's Social Security Number  
(Voluntary) or Federal Identification Number

Print Name:\_\_\_\_\_

By: \_\_\_\_\_  
Corporate Officer  
(Mandatory, if applicable)

Date: \_\_\_\_\_

Print Name:\_\_\_\_\_

\* The provision in this Certification relating to child support applies only when the Contractor is an individual.

\*\* Approval of a contract or other agreement will not be granted until the City receives a signed copy of this Certification.

\*\*\* Your social security number may be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended.

# SUPPLY AND DELIVER PAPER SUPPLIES TO CAREER AND VOCATIONAL TECHNICAL EDUCATION DEPARTMENT

## NEWTON PUBLIC SCHOOLS

### 1.0 Scope and Delivery of Services

- 1.1 Newton Public Schools (NPS) is accepting bids for six (6) months of paper supplies as per the bid list attached. All bids must be submitted in the manner and form prescribed by the Specifications which control award of the contract. Bid award will be made to the lowest responsive and responsible bidder for all line items based on Grand Total. Any bidder not providing prices for all line items may be deemed non-responsive and therefore rejected.
- 1.2 NPS intends to enter into a contract for the supply and delivery of paper supplies for six (6) months beginning January 1, 2015 and extending through June 30, 2015. These paper supplies are needed to operate the Newton Public Schools – Career and Vocational Technical Education Department program. This contract shall be subject to appropriation and /or continuation of funding.
- 1.3 The scope of services specified is based on a census taken by Newton Public Schools. Newton Public Schools reserves the right to increase or decrease the services to be ordered within the time limits set forth in the bid, but no increase shall exceed twenty five (25%) percent of the total contract price.
- 1.4 Items on bid list must be routinely available and ready for next day delivery.
- 1.5 Website must be user friendly and searching for items must be easy and fast
- 1.6 Customer service and support should be of high quality. Sales staff should be available and committed with the knowledge of their product.
  - 1.6.1 Sales staff would be able to recommend substitutions if original items requested is out of stock;
  - 1.6.2 Sales staff must be able to take direct orders over the telephone, email, fax and/or online;
  - 1.6.3 Sales Representative is requested to make monthly visits to site to discuss program needs.
- 1.7 All prices shall be F.O.B. Destination inside two (2) school locations within the City of Newton to start on or after January 01, 2015.
- 1.8 All delivery of orders is time sensitive. Complete orders must be received within 24 hours from an order placed via telephone, email, fax or on-line. An exception is only allowed with pre-approval from an authorized NPS **CVTE** employee.

1.) No early morning deliveries before 8:00 am.

### 2.0 Description and Quality; Equal Items

- 2.1 Wherever items are specified by trade name, manufacturer, or dealer's catalog number, or by any other reference, it shall be taken to mean the items as this described or any other item equal thereto in quality, finish, durability, compatibility, safety and serviceability for the purpose for which it is intended. If an alternate item is being proposed, the bidder shall so indicate by providing a full description of the proposed substitute as well as provide data sheets, catalog cuts, performance and test data, and any other information which will support or otherwise prove equality; such proof rests entirely with the bidder. When the bidder does not state the brand, it is understood that the offer is exactly as specified. Final decisions concerning the quality of items, other than those specifically designated, is to rest with the Newton Public Schools whose determination shall be final and conclusive. Vendors shall guarantee quality control of all goods at no additional cost to the City. Samples shall be furnished free-of-charge upon request and may be retained for future comparisons. Samples and literature must be provided within three (3) days after the request.

- 2.2 The City encourages environmentally preferable products, i.e., products or services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance or disposal of the product or service: 1) emphasis on multiple environmental considerations such as recycled content, energy and water efficiency, renewable resource use and toxicity considerations rather than any single environmental feature; 2) evaluation of environmental impacts throughout the life cycle of the product which includes impacts during the manufacture, use and disposal of the product; and 3) recognition of cost and performance remain critical factors in all purchasing decisions. All products must be latex free and nut free.
- 2.3 Material Safety Data Sheets must be forwarded to the Purchasing Department, Newton Public Schools, 100 Walnut Street, Newtonville, MA 02460, within thirty (30) days after the bid award. All products must be properly labeled with the product name, manufacturer's name, address and emergency telephone number, ingredients, cautions, warnings, hazard rating and first aid.

### 3.0 Delivery of Services

- 3.1 Complete orders must be received within 24 hours from the time an order is placed via telephone, email, fax or on-line. An exception is only allowed with pre-approval in writing by an authorized CVTE Newton Public Schools employee
- 3.2 All packages, cartons, or other containers must be of sturdy packaging and clearly marked with a) the school designation, b) a packing slip with contents or item number from specifications, c) the number of boxes on shipment, d) the purchase order number and e) the vendor's name and order number.
- 3.3 Paper must be shipped in boxes/cartons, not by ream.
- 3.4 Deliveries shall be made to two buildings as requested at the following locations:  
NNHS - CVTE Dept, 457 Walnut Street, Newtonville, MA 02460, Contact: Jon-Paul or Tom Donnellan – 617-559-6431 or Senior Custodian Tim Keefe – 617-559-6425 **OR**  
Ed Center, 100 Walnut Street, Newtonville, MA 02460, Contact John Conway – 617-559-9012 or - 617-908-1329.
- 3.5 Deliveries shall be made between the hours of 8:00 am. - 4:00 pm., Monday through Friday. Deliveries to the inside of the buildings, trucks must have power tailgates and pallet jacks and vendors are cautioned to notify their shipping contractors that adequate assistance must be provided at the point of delivery. No sidewalk deliveries will be accepted.
- 3.6 The equipment used in the transportation and delivery of paper products for the Newton Public Schools shall be maintained in a sanitary condition at all times. The equipment shall be subject to unannounced inspections by a Newton Public Schools representative at any time. All vehicles must turn off their engines while making deliveries.

### 4.0 Payment

- 4.1 Invoices shall be billed to Accounts Payable, Newton Public Schools, 100 Walnut Street, Newtonville, Massachusetts 02460.
- 4.2 Invoices must be in duplicate, by department, including the a) purchase order number, b) department name, c) item number, d) quantities, e) description, f) unit price and g) totals.

### END OF SECTION



**ITEMIZED BID FORM**  
**BID NO. #15-51**

To be considered responsive, bidder must provide prices for all item listed on this Bid Form. Product quantities are estimates only. The City makes no guarantees as to the products actually procured. Prices bid shall include inside delivery as indicated within the scope of this bid. Bidder can offer an approved equal as an alternative to the brands listed below. Newton Public Schools has the right to determine if products bid are an approved equal.

**Approved Equal MUST include manufacturer's brand name, product # and unit size with bid.**

<b>FY 2015 Tech Paper Supplies Bid List estimates for six (6) months</b>						
<b>Item Description</b>	<b>Or Approved Equal</b>	<b>Unit Size</b>	<b>Unit Cost</b>	<b>Est. Qty.</b>	<b>Total Cost</b>	<b>If Approved Equal: List brand name, product #, unit size*</b>
ACCENT VIP DIGITAL COVER 65# 8.5"X 11" 23.36M WHT	Or Approved Equal	1000 SHEETS	\$_____	12	\$_____	
BRITE HUE COVER 65# 8.5"X 11" 23.38M ORG	Or Approved Equal	1000 SHEETS	\$_____	2	\$_____	
BRITE HUE COVER 65# 8.5"X 11" 23.38M SEA BLUE	Or Approved Equal	1000 SHEETS	\$_____	5	\$_____	
BRITE HUE COVER 65# 8.5"X 11" 23.38M ULTRA LIME	Or Approved Equal	1000 SHEETS	\$_____	4	\$_____	
CE SEVILLE WOVE OSDS COMM ENV HARD BOX 92BRT 24# #10 WHT	Or Approved Equal	1000 SHEETS	\$_____	100	\$_____	
CE SEVILLE WOVE OSDS COMM ENV HARD BOX 92BRT 24# #6.75 WHT	Or Approved Equal	1000 SHEETS	\$_____	30	\$_____	
CE SEVILLE WOVE OSDS COMM ENV HARD BOX 92BRT 24# #9 WHT	Or Approved Equal	1000 SHEETS	\$_____	15	\$_____	
CE SEVILLE WOVE WIND COMM ENV HARD BOX 92BRT 24# #10 WHT	Or Approved Equal	1000 SHEETS	\$_____	5	\$_____	
CE SEVILLE WOVE WIND COMM ENV HARD BOX 92BRT 24# #9 WHT	Or Approved Equal	1000 SHEETS	\$_____	2	\$_____	
CN ACCENT OPAQ SMOO ANN ENV 96B 60# A-6 WHT	Or Approved Equal	1000 SHEETS	\$_____	5	\$_____	
CN ACCENT OPAQ SMOO ANN ENV 96B 60# A-7 WHT	Or Approved Equal	1000 SHEETS	\$_____	5	\$_____	
CN PRINTMAS WOV WRIT GUM REMIT ENV #6.75 24# 3.625X 6.5 WHT	Or Approved Equal	1000 SHEETS	\$_____	5	\$_____	
EAMES VELLUM DIGITAL COV 97BRT 100# 18"X 12" 83.06M SOLAR WHT	Or Approved Equal	1000 SHEETS	\$_____	1	\$_____	
EXACT BRIGHTS SMOOTH COVER 65# 23"X 35" 201M BRT TANGERINE	Or Approved Equal	1000 SHEETS	\$_____	1	\$_____	
EXCELONE HW BLKPR CB 20# 8.5X 11 10M BLUE	Or Approved Equal	1000 SHEETS	\$_____	1	\$_____	



EXCELONE HW BLKPR CB 20# 8.5X 11 10M CNRY	Or Approved Equal	1000 SHEETS	\$ _____	1	\$ _____	
EXCELONE HW BLKPR CF 20# 8.5X 11 10M BLUE	Or Approved Equal	1000 SHEETS	\$ _____	1	\$ _____	
EXCELONE HW BLKPR CF 20# 8.5X 11 10M CNRY	Or Approved Equal	1000 SHEETS	\$ _____	1	\$ _____	
EXCELONE HW BLKPR REV 2PRT 20# 8.5X 11 10M CNRY/ WHT	Or Approved Equal	1000 SHEETS	\$ _____	10	\$ _____	
FINCH FINE COLOR COPY COVER 100# 8.5"X 11" 35.96M BRT WHT	Or Approved Equal	1000 SHEETS	\$ _____	1	\$ _____	
FINCH OPAQ DIG SMOO COV 96B 80# 18X 12 66.44M BRT WHT	Or Approved Equal	1000 SHEETS	\$ _____	7	\$ _____	
FINCH OPAQ DIG SMOO COV 96B 80# 8.5X 11 28.76M BRT WHT	Or Approved Equal	1000 SHEETS	\$ _____	2	\$ _____	
FINCH OPAQ DIG SMOO OFFS 96B 80# 8.5X 11 15.74M BRT WHT	Or Approved Equal	1000 SHEETS	\$ _____	10	\$ _____	
FINCH OPAQUE DIGITAL 96BRT 60# 12"X 18" 27.28M WHT	Or Approved Equal	1000 SHEETS	\$ _____	6	\$ _____	
FINCH OPAQUE DIGITAL COVER 100# 18"X 12" 83.08M BRT WHT	Or Approved Equal	1000 SHEETS	\$ _____	2	\$ _____	
FINCH OPAQUE DIGITAL SMOO 96BRT 80# 12"X 18" 36.38M BRT WHT	Or Approved Equal	1000 SHEETS	\$ _____	15	\$ _____	
FINESSE GLOSS PACK 93BRT 80# 11"X 17" 31M WHT	Or Approved Equal	1000 SHEETS	\$ _____	5	\$ _____	
FLO GLOSS COVER 88BRT 100# 26"X 40" 400M WHT	Or Approved Equal	1000 SHEETS	\$ _____	1	\$ _____	
FLO GLOSS DIGITAL 88BRT 100# 12"X 18" 45M WHT	Or Approved Equal	1000 SHEETS	\$ _____	14	\$ _____	
FLO GLOSS DIGITAL 88BRT 80# 12"X 18" 36M WHT	Or Approved Equal	1000 SHEETS	\$ _____	7	\$ _____	
FLO GLOSS DIGITAL COVER 88BRT 100# 18"X 12" 83M WHT	Or Approved Equal	1000 SHEETS	\$ _____	12	\$ _____	
FLO GLOSS DIGITAL COVER 88BRT 80# 18"X 12" 66M WHT	Or Approved Equal	1000 SHEETS	\$ _____	11	\$ _____	
HAML COLOR COP DIG COV COPY 100# 12X 18 83.08M PHOTO WHT	Or Approved Equal	1000 SHEETS	\$ _____	11	\$ _____	
HAML COLOR COPY COVER 100BRT 80# 18"X 12" 66.47M PHOTO WHT	Or Approved Equal	1000 SHEETS	\$ _____	20	\$ _____	
HAML COLOR COPY DIG COV 100BRT 100# 8.5"X 11" 36M PHOTO WHT	Or Approved Equal	1000 SHEETS	\$ _____	30	\$ _____	
HAML COLOR COPY DIG COV 100BRT 80# 8.5"X 11" 28.76M PHOTO WHT	Or Approved Equal	1000 SHEETS	\$ _____	10	\$ _____	
HAML FORE MP COLORS RECY 20#/ 50# 8.5"X 11" 10M PNK	Or Approved Equal	1000 SHEETS	\$ _____	60	\$ _____	

HAML FORE MP COLORS RECY 20#/50# 11"X 17" 20M CNRY	Or Approved Equal	1000 SHEETS	\$ _____	12	\$ _____	
HAML FORE MP COLORS RECY 20#/50# 11"X 17" 20M GRN	Or Approved Equal	1000 SHEETS	\$ _____	7	\$ _____	
HAML FORE MP COLORS RECY 20#/50# 11"X 17" 20M IVRY	Or Approved Equal	1000 SHEETS	\$ _____	13	\$ _____	
HAML FORE MP COLORS RECY 20#/50# 8.5"X 11" 10M BLUE	Or Approved Equal	1000 SHEETS	\$ _____	25	\$ _____	
HAML FORE MP COLORS RECY 20#/50# 8.5"X 11" 10M CHERRY	Or Approved Equal	1000 SHEETS	\$ _____	10	\$ _____	
HAML FORE MP COLORS RECY 20#/50# 8.5"X 11" 10M CNRY	Or Approved Equal	1000 SHEETS	\$ _____	25	\$ _____	
HAML FORE MP COLORS RECY 20#/50# 8.5"X 11" 10M GRN	Or Approved Equal	1000 SHEETS	\$ _____	25	\$ _____	
HAML FORE MP COLORS RECY 20#/50# 8.5"X 11" 10M IVRY	Or Approved Equal	1000 SHEETS	\$ _____	25	\$ _____	
HAML FORE MP COLORS RECY 20#/50# 8.5"X 11" 10M LIL	Or Approved Equal	1000 SHEETS	\$ _____	15	\$ _____	
HAML FORE MP COLORS RECY 20#/50# 8.5"X 11" 10M ORCHID	Or Approved Equal	1000 SHEETS	\$ _____	40	\$ _____	
HAML FORE MP COLORS RECY 20#/50# 8.5"X 11" 10M SAL	Or Approved Equal	1000 SHEETS	\$ _____	40	\$ _____	
HAML FORE MP COLORS RECY 20#/50# 8.5"X 14" 12.72M GLDNRD	Or Approved Equal	1000 SHEETS	\$ _____	10	\$ _____	
HAML GREAT WHT COPY 92BRT 20# 8.5"X 11" 10M WHT	Or Approved Equal	1000 SHEETS	\$ _____	150	\$ _____	
MOH BRITEHUE VEL COV 30PCW 65# 11X 17 46.76M ORG	Or Approved Equal	1000 SHEETS	\$ _____	1	\$ _____	
MOHAWK BRITEHUE LASER COPY SMOO 20# 8.5"X 11" 10M ORG	Or Approved Equal	1000 SHEETS	\$ _____	10	\$ _____	
MOHAWK COLOR COPY 98BRT 32# 17"X 11" 32M BRT WHT	Or Approved Equal	1000 SHEETS	\$ _____	1	\$ _____	
MOHAWK COLOR COPY 98BRT 32# 8.5"X 11" 16M BRT WHT	Or Approved Equal	1000 SHEETS	\$ _____	1	\$ _____	
MOHAWK COLOR PRE DIGI W/ I-TONE 100# 8.5"X 11" 35.96M NEON WHT	Or Approved Equal	1000 SHEETS	\$ _____	2	\$ _____	
ROLLAND HITECH SMOO 30PCW 96B 60# 11X 17 23.5M TRUE WHT	Or Approved Equal	1000 SHEETS	\$ _____	70	\$ _____	
ROLLAND HITECH50 SMOOTH 96BRT 60# 8.5"X 11" 11.75M BRT WHT	Or Approved Equal	1000 SHEETS	\$ _____	48	\$ _____	
ROLLAND OPAQ SMOO 30PCW 96B 70# 25X 38 140M TRUE WHT	Or Approved Equal	1000 SHEETS	\$ _____	2	\$ _____	

ROLLAND OPAQ SMOO COV 30PCW 96B 100# 26X 40 400M TRUE WHT	Or Approved Equal	1000 SHEETS	\$ _____	1	\$ _____	
ROLLAND OPAQ SMOO COV 30PCW 96B 80# 26X 40 320M TRUE WHT	Or Approved Equal	1000 SHEETS	\$ _____	1	\$ _____	
SHOWCA ULT MATT LITH SCORE PERM 89BRT 60# 8.5"X 11" 34.5M WHT	Or Approved Equal	1000 SHEETS	\$ _____	2	\$ _____	
SHOWCASE DIGIT OFFS SCORE PERM 10%PCW 60# 8.5"X 11" BRT WHT	Or Approved Equal	1000 SHEETS	\$ _____	1	\$ _____	
SPRINGHILL DIG BRIST VEL 10PCW 67# 11X 17 39.06M BLUE	Or Approved Equal	1000 SHEETS	\$ _____	2	\$ _____	
SPRINGHILL DIG BRIST VEL 10PCW 67# 11X 17 39.06M CNRY	Or Approved Equal	1000 SHEETS	\$ _____	2	\$ _____	
SPRINGHILL DIG BRIST VEL 10PCW 67# 11X 17 39.06M GRN	Or Approved Equal	1000 SHEETS	\$ _____	2	\$ _____	
SPRINGHILL DIG BRIST VEL 10PCW 67# 11X 17 39.06M IVRY	Or Approved Equal	1000 SHEETS	\$ _____	2	\$ _____	
SPRINGHILL DIG BRIST VEL 10PCW 67# 8.5X 11 19.52M BLUE	Or Approved Equal	1000 SHEETS	\$ _____	18	\$ _____	
SPRINGHILL DIG BRIST VEL 10PCW 67# 8.5X 11 19.52M CNRY	Or Approved Equal	1000 SHEETS	\$ _____	12	\$ _____	
SPRINGHILL DIG BRIST VEL 10PCW 67# 8.5X 11 19.52M GLDNRD	Or Approved Equal	1000 SHEETS	\$ _____	8	\$ _____	
SPRINGHILL DIG BRIST VEL 10PCW 67# 8.5X 11 19.52M GRN	Or Approved Equal	1000 SHEETS	\$ _____	16	\$ _____	
SPRINGHILL DIG BRIST VEL 10PCW 67# 8.5X 11 19.52M IVRY	Or Approved Equal	1000 SHEETS	\$ _____	8	\$ _____	
SPRINGHILL DIG BRIST VEL 10PCW 67# 8.5X 11 19.52M ORCHID	Or Approved Equal	1000 SHEETS	\$ _____	16	\$ _____	
SPRINGHILL DIG BRIST VEL 10PCW 67# 8.5X 11 19.52M PNK	Or Approved Equal	1000 SHEETS	\$ _____	8	\$ _____	
SPRINGHILL DIGI OPAQ OFFS 10%PC 60# 8.5"X 14" 15.02M IVRY	Or Approved Equal	1000 SHEETS	\$ _____	20	\$ _____	
SPRINGHILL INDEX 92BRT 110# 20.5"X 24.75" 144M WHT	Or Approved Equal	1000 SHEETS	\$ _____	1	\$ _____	
SPRINGHILL TAG SMOO 150# 24X 36 300M MAN	Or Approved Equal	1000 SHEETS	\$ _____	1	\$ _____	
STERL PREM DIG GLO COV PACK 10PCW 94B 80# 8.5X 11 29M WHT	Or Approved Equal	1000 SHEETS	\$ _____	1	\$ _____	
VECTOR 92BRT 20# 11"X 17" 20M WHT	Or Approved Equal	1000 SHEETS	\$ _____	160	\$ _____	
WILLIAMSBURG OFFSET PLUS SMOOTH 94BRT 60# 8.5"X 11" 11.81M WHT	Or Approved Equal	1000 SHEETS	\$ _____	200	\$ _____	

WILLIAMSBURG OFFSET PLUS SMOOTH 94BRT 60# 8.5"X 14" 15.03M WHT	Or Approved Equal	1000 SHEETS	\$_____	28	\$_____	
NEWMAN 12"X 18" 48PT GRY 50# CHIPBOARD	Or Approved Equal	BUNDLE (219/BD)	\$_____	2	\$_____	
NEWMAN 11"X 17" 30PT GRY 50# CHIPBOARD	Or Approved Equal	BUNDLE (401/BD)	\$_____	8	\$_____	
DOCUCOPY PLAIN TAB 1/5CUT S/R 92BRT 90# 11"X 9" WHT	Or Approved Equal	CARTON (1250/CT)	\$_____	2	\$_____	
V101229 18.25"X 12.25"X 12"/9" 32ECT RSC CORR PRINTERS BOX	Or Approved Equal	BUNDLE (25/BD)	\$_____	6	\$_____	
V101165 LETTERHEAD BOX 8.5"X 11"X 4" GRY	Or Approved Equal	CARTON (150/CT)	\$_____	5	\$_____	
V101165 4.75"X 3.5"X 2" 250CT BUSINESS CARD FOLDING BOX	Or Approved Equal	CARTON (200/CT)	\$_____	1	\$_____	
V101165 8.5"X 11"X 2" GRY LETTERHEAD BOX	Or Approved Equal	CARTON (200/CT)	\$_____	5	\$_____	
COVE DMVB15 MAGIC SCRIM POLYES BANNER 42X 50' 15MIL WHT	Or Approved Equal	ROLL (1)	\$_____	1	\$_____	
COVE FIRENZE MATT PRESENTATION PAPER 42X 100' 170GSM WHT	Or Approved Equal	ROLL (1)	\$_____	4	\$_____	
COVE MAGIC PP MATT BANNER PSA 42X 60' 9MIL WHT	Or Approved Equal	ROLL (1)	\$_____	2	\$_____	
NATU GLO INSTANT DRY PHOTO PAPER 42X 100' 240GSM WHT	Or Approved Equal	ROLL (1)	\$_____	2	\$_____	
NATU SCRIM VINYL PREM BANNER 42X 65' 2CO 15MIL WHT	Or Approved Equal	ROLL (1)	\$_____	1	\$_____	
		<b>GRAND TOTAL:</b>			<b>\$_____</b>	

**Grand Total must be placed in Paragraph "C" of the Bid Form.**

**APPROVED EQUAL SPECS INCLUDING BRAND NAME, PRODUCT #, UNIT SIZE MUST BE INCLUDED OR CONTRACTOR MAY BE DEEMED NON-RESPONSIVE.**

\*Brand Name "Or Approved Equal"

Any references to any brand name or proprietary product in the specifications shall require the acceptance of an equal or better brand. The successful Contractor must provide specifics regarding product description, brand name, product size, etc. Samples may be requested before a final decision is made. The School Department has the right to request samples of alternate brands and make a final determination as to whether an alternate brand is equal to the brand specified.

**IMPORTANT: Award will be made to the lowest responsive and responsible bidder based on the lowest Grand Total for ALL items per category.**

**END OF SECTION**